

Dear Clerk,

RECEIVED

Attached you will find the US Certified Mail Tracking Numbers and a copy of my attorney general complaint in support of my motion to extend time. 15 P 4: 21

USDC FOR NJ

Case Number: 3:20-cv-12827-MAS-DEA

Thank you for your time

Michael Patrick Siano

From:
Michael Patrick Siano
c/o 102 Haines Street East
Lanoka Harbor, New Jersey 08734

RECEIVED

December 13, 2020

2020 DEC 15 P 4:21

USDC FOR NJ

To:
State of New Jersey Attorney General
Gurbir Grewal
Richard J. Hughes Justice Complex
25 Market St.
Trenton, NJ 06106

US Attorney Office
Craig Carpenito
Peter Rodino Federal Building
970 Broad Street, 7th Floor
Newark, NJ 07102

Attn: Attorney Generals Gurbir Grewal, and U.S. Attorney General Craig Carpenito

I first want to start off with bring the facts before your attention as this is not only a matter of public interest but underlying crimes are taking place every single day in violation of our laws and governing statutes in New Jersey and throughout every other state of the Union. The law does not allow anybody who uses deception or misrepresentation for profit. There are crimes and acts of treason being committed and I don't say that lightly. I have done my research and I understand my complaint very well.

COMPLAINT WITH ORDER TO INVESTIGATE IN THE INTEREST OF WE THE PEOPLE.

The New Jersey Attorney General Website states: "Protecting New Jersey in Court. The Attorney General protects the rights of New Jersey's residents by standing up to corporate polluters, **financial fraudsters**, discriminatory employers—and when necessary, the federal government."

Dear Attorney Generals Gurbir Grewal, and Craig Carpenito,

As I was a "consumer" in the state of New Jersey and in my long endeavor to uncover the truth and to seek justice, I am reporting to you this information as an informant as one of "We the People" in the matter of the "great public interest" to provide you facts and findings for a thorough investigation pursuant to state and federal law.

I am hereby informing you through this complaint to provoke not only an investigation, but to investigate criminal activity in the uncovered prevalent "Deceptive and Unfair Trade Practices" pursuant to N.J.S.A. Title 56 and all other controlling laws, to which I discovered, showing a consorted "pattern" of "Truth in Lending" Fraud rising to the level of State/Federal "racketeer influence" by mortgage servicing companies, who are executing mortgage assignments absent the proper capacity or authority to assign and file or enforce "Deceptive" foreclosure actions in any court as the servicer has superior knowledge of their fraudulent actions perpetrated and executed in our courts, being overlooked by our judges.

These “Deceptive” actions are filed in and executed by the courts awarding final judgments with the assistance of Counsel, using junior attorneys who work for these law firms that unknowingly file sham foreclosure suits throughout our court system, to which this organized racketeering activity can and must be stopped by provisions rarely noticed under “The Truth in Lending Act” (TILA) all the while knowingly violate the code of conduct sworn to follow sworn under oath as public servants in the provisions of Cannon 1 of New Jersey’s Code of Judicial Conduct.

As you are aware, TILA was implemented by the Federal Reserve Board’s Regulation Z (12 CFR Part 226) and has been amended and expanded many times in the decades since. The provisions of the Act apply to most types of consumer “credit transactions,” including closed-end credit, such as car loans and home mortgages, and open-end credit, such as a credit card or home equity line of credit to complete truth in lending enacted in an act and under 15 U.S.C. § 1601-1641, and Code of Federal Regulation 12 CFR § 226.15 - 226.23

TILA makes crystal clear provisions protecting all consumers when any claiming or “Pretender” lender fails to adhere to the Truth in all aspects of lending. These aspects are not a mere suggestion, but in fact law mandates it. As you are also aware, according to strict statutory/coded guidelines set-forth in “TILA,” the entire credit/lending application administered by the acting lending institution must provide full disclosure to the parties upfront, presenting the performances by both parties with trust and good faith, before during and after closing the transaction. “Any” violation of these said set guidelines under TILA have consequences for consumer relief, and all said institutions who willfully violate TILA must be accountable for their actions this includes non-actions.

Under TILA, the act proves a remedy but many fail to follow what is laid out in TILA pursuant to 15 U.S.C. § 1635 (a-b) These strict guidelines are also laid out in 12 C.F.R. § 226.23

1. On or about September 1, 2019 M&T BANK (here in after MTB) filed a foreclosure suit against me in the SUPERIOR COURT OF NEW JERSEY Cause number F-014382-19 using what appears to be filed on the record, bogus sham mortgage assignments by the law firm known as PARKER McCAY LAW OFFICES P.A. as counsel for MTB. These mortgage assignments have also been recorded in OCEAN COUNTY recorder’s office book 17499 page 339.

2. These assignments MTB is using in the attempted civil theft of my property appear to be fraudulent. The bogus assignments presented on the record from Glendenning Mortgage Company to WELLS FARGO BANK have the signature of John Kealy. John Kealy is a known robo signer of mortgage assignments as this name appears on numerous robo signer lists and clearly looks like the signature did not come from anyone’s hand much less Mr. John Kealy as its incredibly tiny and not even written on the signature line. More over shocking is the fact that the mortgage assignment presented on the courts record from WELLS FARGO BANK to MTB uses the name Loletha Elaine Palmer. On this assignment Loletha is the vice president, loan documentation and the signature again looks robo signed/stamped as it is not written on the line as well, to further evident this as not a true correct assignment I have found another assignment

of mortgage Miss Loletha Palmer supposedly signed and this is the same exact signature with no deviation at all including the same exact space off the signature line as printed on my assignment only this time as assistant secretary of MERS. (even though MERS has no employees) Keep in mind there is no seal from the notary republic on these assignments. This is a crime in the state of New Jersey which must be investigated. *All assignments of mortgage for signature verification EXHIBIT A*

3. After fully understanding and uncovering Glendenning Mortgage Company's failure to provide any rescission forms at closing. I also came to the realization MTB had the obligation to produce me the appropriate rescission Appendix H-8 form. MTB's failure to disclose under the authority of 15 U.S.C. § 1635 (a-b) and 12 C.F.R. § 226.23(h) I acted upon my lawful right to rescind this transaction on August 7, 2020. Rescission letter & Appendix H-8 Form *EXHIBIT B*

The Act calls for disclosures to be made in a manner that is reasonably to understand by ordinary persons. Most courts agree that "sufficiency of TILA mandated disclosures is to be viewed from the standpoint of an ordinary consumer, not the perspective of a Federal Reserve Board member, federal judge, or English professor." *Smith v. Cash Store Mgmt.*, 195 F.3d 325, 328 (7th Cir. 1999). *Edmondson v. Allen-Russell Ford, Inc.*, 577 F.2d 291, 296 (5th Cir. 1978) ("we must assess the adequacy of disclosure [...] by the audience for which disclosure was intended").

Whereas, TILA is a federal Act codified in law and is specifically remedial in nature, its provisions must be strictly construed. A creditor must comply with TILA in **all** credit transactions and "*misleading disclosure is as much a violation of TILA as a failure to disclose at all.*" *Smith v. Chapman*, 614 F.2d 968, 977 (5th Cir. 1980). It is not sufficient to attempt to comply with the Act, but rather, ***creditors are required to strictly comply with all the requirements of the Act.*** There is no need to show that the consumer was misled or deceived by ambiguous credit terms in order to prevail. *Noel v. Fleet Finance, Inc.*, 971 F. Supp. 1102 (E.D. Mich. 1997).

Congress did not intend for creditors to escape liability for merely technical violations, that even minor or technical violations impose liability upon the creditors. *Huff v. Steward-Gwinn Furniture Co.*, 713 F.2d 67, 69 (4th Cir. 1983). See also, *Washington v. Ameriquest Mortg. Co.*, 2006 W.L. 1980201 (N.D. Ill.).

4. 15 U.S.C. § 1635(b) clearly states Within 20 days after receipt of a notice of rescission, the creditor shall return to the obligor any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the obligor, the obligor may retain possession of it. Upon the performance of the creditor's obligations under this section, the obligor shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the obligor shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the obligor, at the option of the obligor. If the creditor does not take possession of the property within 20 days after tender by the obligor, ownership of the property vests in the obligor without obligation on his part to pay for it.

5. 12 C.F.R. § 226.23 states as followed:

(h) Special rules for foreclosures -

(1) Right to rescind. After the initiation of foreclosure on the consumer's principal dwelling that secures the credit obligation, the consumer shall have the right to rescind the transaction if:

(i) A mortgage broker fee that should have been included in the finance charge was not included; or

(ii) The creditor did not provide the properly completed appropriate model form in appendix H of this part, or a substantially similar notice of rescission.

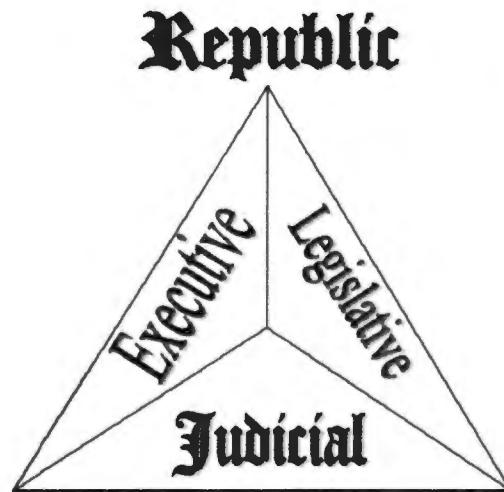
6. MTB along with the judge in the state court venue ignored my rescission using questionable at best assignments rendered judgement against me violating my rights in this attempted theft of my property expecting I would acquiesce and go away. MTB's simple failure or plain down right refusal to follow the proper procedures set forth under 15 USC § 1635(a-b), 15 U.S.C §1641 and 12 C.F.R. 226.23(h) they have caused me irreparable harm and damaged.

In *Howlett v. Rose*: 496 U.S. 356 (1990), the Court states that "Under the Supremacy Clause, state courts have a concurrent duty to enforce federal law according to their regular modes of procedure," citing, *Claflin v. Houseman*, 93 U. S. 130, U. S. 136-137. The Court added that" "Such a court may not deny a federal right, when the parties and controversy are properly before it, in the absence of a "valid excuse." *Douglas v. New York, N.H. & H.R. Co.*, 279 U. S. 377, 279 U. S. 387-389. An excuse that is inconsistent with or violates federal law is not a valid excuse: the Supremacy Clause forbids state courts to dissociate themselves from federal law because of disagreement with its content or a refusal to recognize the superior authority of its source. See, e.g., *Mondou v. New York, N.H. & H.R. Co.*, 223 U. S. 1, 223 U. S. 57.

Under TILA 15 USC 1641 the Assignee's Liability: An assignee is liable for statutory damages for violations by failure to disclosure TILA requirements by its predecessors and its own violation if it fails to respond properly to a rescission notice. *Palmer v. Champion Mortg.*, 465 F.3d 24, 27 (1st Cir. 2006) ("if a creditor does not respond to a rescission request within twenty days, the debtor may file suit in federal court to enforce the rescission right). See also U.S.C. § 1635(b).

7. On September 23, 2020 I filed a law suit with the Federal District Court of New Jersey Civil Action No.: 3:20-cv-12827-MAS-DEA arising out of the violations of TILA and the blatant violation of my rights under color of law at the Superior Court of New Jersey. At the time the suit was filed it was not privy to me that I could and should also file this complaint with the Attorney General's Office for enforcement pursuant to 15 U.S.C. § 1640(e) which states:

the following violations are to be enforced by the Attorney General. The State attorney general shall provide prior written notice of any such civil action to the Federal agency responsible for enforcement under section 1607 of this title and shall provide the agency with a copy of the complaint. If prior notice is not feasible, the State attorney general shall provide notice to such agency immediately upon instituting the action. The Federal agency may— (1)intervene in the action;(2)upon intervening—(A)remove the action to the appropriate United States district court, if it was not originally brought there; and(B) be heard on all matters arising in the action; and (3) file a petition for appeal



Three Pillars of Law

Fiduciary Duty [Justitia nemini neganda est] “Justice is to be denied to no one.”

Definition: A fiduciary duty is a legal duty to act solely in another party's interests. Parties owing this duty are called fiduciaries. The individuals to whom they owe a duty are called principals. Fiduciaries may not profit from their relationship with their principals unless they have the principals' express informed consent. They also have a duty to avoid any conflicts of interest between themselves and their principals or between their principals and the fiduciaries' other clients. A fiduciary duty is the strictest duty of care recognized by the US legal system.

Whereas, all addressed parties, including the trial court, appellate court, and now the supreme court, have the fiduciary duty- to know a thing in law are bound to know, according to Maxim, “*Scire et scire debere aequiparantur in jure,*”

To know a thing, and to be bound to know it, are regarded in Law as equivalent.

As a matter of justice for all, as being one of "we the people" moves the proper authorities to investigate the actions performed by these so-called lending institutions, and servicing companies who file false misleading mortgage assignments without any authority to do so throughout this state and investigate M&T BANK, PARKER McCAY LAW OFFICES P.A. who willfully execute such false foreclosures having superior knowledge and understanding of their wrongful actions with intent to deceive.

CONCLUSION

I have tried to keep this as short as possible as I have much more evidence that can be added and I leave it up to the proper authorities to do their due diligence (their duty) as sworn to under Oath in this wrongful foreclosure theft suit against me and to enforce the rescission as I'm entitled to all money I paid back with interest and money damages for fighting a wrongful foreclosure suit for almost 2 years. This is not just happening to me, as there are hundreds of thousands of wrongful foreclosure suits throughout America and also in the state of New Jersey it does not matter if this is standard practice in the industry. This deception and fraud MUST be stopped and I will do whatever it takes to stop this fraudulent misleading deception perpetrated with the approval through the courts on me and my family so help me God! He who does not repel a wrong when he can induces it!

All named parties had prior knowledge of their actions and willingly and intentionally deceived me having superior knowledge causing continual irreparable harm to me. As they are trying to wrongfully evict me through the courts from my property as I have the true Bargain and Sale Deed with ownership rights, as I properly rescinded the "Credit Transaction" and also voided the transaction making any signed Open-end Mortgage void relied on by MTB. This attorney General for the State of New Jersey and U.S. office at the Federal level have a duty sworn to under Oath to uphold the law and to investigate, and legally get involved pursuant to 15 U.S.C. § 1640 as my State and Federal United States Constitutional rights were violated along with the attempted civil theft of my property.

Sincerely,
One of "We the People"



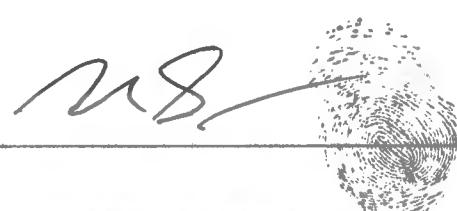
Michael Patrick Siano
(732)788-0772
Mikee1987@yahoo.com

Affidavit of Truth to the Facts

I, Michael Patrick Siano, testify on my own behalf and by my own free will act and deed, under penalty of perjury that the statements and facts in this complaint set forth herein are true and correct to the best of my ability and will testify under oath if case may be, so help me God.

Under my Hand and Seal,

Dated: 12/13/20

By: 

Michael Patrick Siano

102 Haines Street East

Lanoka Harbor, NJ 08734

Phone: 732-788-0772

CERTIFICATE OF SERVICE

I, Michael Patrick Siano, do hereby certify that a true copy of the foregoing Attorney General Complaint , signed affidavit and this certification has been served upon by placing same in the U.S. Mail, properly addressed to as follows:

PARKER IBRAHIM & BERG LLP
270 Davidson Avenue
Somerset, NJ 08873

Andrew Sayles
Connell Foley LLP
56 Livingston Avenue
Roseland, NJ 07068

State of New Jersey Attorney General
Gurbir Grewal
R J Hughes Justice Complex
8th floor west wing
25 Market Street,
Trenton, NJ, 08625

US Attorney Office
Craig Carpenito
Peter Rodino Federal Building
970 Broad St #806,
Newark, NJ 07102

EXHIBIT A

SWO F 011002 19 12/17/2018 1:22 PM Pg 22 of 22 [REDACTED]

Send All Notices to Assignee

RECORDING REQUESTED BY:

WELLS FARGO BANK, N.A.

1000 BLUE CENTIAN RD

SUITE 200

EAGAN, MN 55121

WHEN RECORDED MAIL TO:

WELLS FARGO BANK, N.A.

MAC: N9289-016

PO BOX 1629

EAGAN, MN 55121-4400

ATTN: ASSIGNMENT TEAM

[REDACTED] ASSIGNMENT OF MORTGAGE

MERS Phone #: 888-679-6377

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GLEN DENNING MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, P.O. BOX 2026, FLINT, MI 48501-2026, by these presents does convey, assign, transfer and set over to WELLS FARGO BANK, N.A., 1 HOME CAMPUS , DES MOINES, IA 50328 , the following described Mortgage, with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$193922.00 , is recorded in the State of NEW JERSEY , County of Ocean Official Records, dated 07/19/2017 and recorded on 08/02/2017 , as instrument No. 2017079442 in Book No. 16822 , at Page No. 1456
Original Mortgagor: MICHAEL P SIANO, SINGLE MAN
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GLEN DENNING MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS
Property Address: 102 HAINES STREET EAST LANOKA HARBOR, NJ 08734
Date: 10/17/2018

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE FOR GLEN DENNING MORTGAGE
CORPORATION, ITS SUCCESSORS AND ASSIGNS
By:

John Kealy

JOHN KEALY, Assistant Secretary

STATE OF MN }
COUNTY OF Dakota } S.S.

On 10/17/2018 before me, MICHELLE ERIN WIHREN , a Notary Public, personally appeared JOHN KEALY , Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GLEN DENNING MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Micelle Erin Wihren

MICHELLE ERIN WIHREN, Notary Public
Commission #: 20307590
My Commission Expires: 01/31/2021



c2577972

CWC_E-014002_19 12/17/2010 4:44:55 PM D:\07\07\08 Trans ID: CWC_E-014002_19

Send All Notices to Assignee

RECORDING REQUESTED BY:
WELLS FARGO BANK, N.A.
1000 BLUE GENTIAN RD
SUITE 200
EAGAN, MN 55121

WHEN RECORDED MAIL TO:
WELLS FARGO BANK, N.A.
1000 BLUE GENTIAN RD #200
MAC: N9289-018
EAGAN, MN 55121-4400
ATTN: ASSIGNMENT TEAM

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, WELLS FARGO BANK, N.A., 1 HOME CAMPUS, DES MOINES, IA 50328, by these presents does convey, assign, transfer and set over to M&T BANK, 3 FOUNTAIN PLAZA, BUFFALO, NY 14203, the following described Mortgage, with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$193922.00, is recorded in the State of NEW JERSEY, County of Ocean Official Records, dated 07/19/2017 and recorded on 08/02/2017, as Instrument No. 2017079442

Original Mortgagor: MICHAEL P SIANO
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, AS NOMINEE FOR GLEN DENNING MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS
Property Address: 102 HAINES STREET EAST LANOKA HARBOR, NJ 08734
Date: 04/23/2019

WELLS FARGO BANK, N.A.
By:

Loletta Elaine Palmer

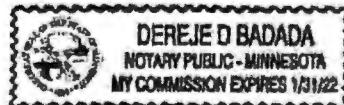
LOLETHA ELAINE PALMER, Vice President Loan Documentation

STATE OF MN } S.S.
COUNTY OF Dakota.

On 04/23/2019 before me, DEREJE D. BADADA, a Notary Public, personally appeared LOLETHA ELAINE PALMER, Vice President Loan Documentation of WELLS FARGO BANK, N.A. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Dereje D. Badada

DEREJE D. BADADA, Notary Public
Commission #: 31049021
My Commission Expires: 01/31/2022



4529a6a5

BK: 2020 PG: 2192
Recorded: 6/23/2020 at 8:25:07.0 AM
Pages 1
County Recording Fee: \$7.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$10.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared **WELLS FARGO BANK**, Address: **1000 BLUE GENTIAN** Phone Number: **1-866-234-8271**
By: **N.A.**
LEE TAN RD,
SUITE 200
EAGAN, MN 55121

ASSIGNMENT OF MORTGAGE

MIN: **100104000179975514** MERS Phone #: **888-679-6377**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR COMMERCIAL FEDERAL BANK, ITS SUCCESSORS AND ASSIGNS**, P.O. BOX 2026, FLINT, MI 48501-2026, by these presents does convey, assign, transfer and set over to: **WELLS FARGO BANK, N.A., 1 HOME CAMPUS, DES MOINES, IA 50328**, the described Mortgage, with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for **\$108000.00** is recorded in the State of IA, County of Madison Official Records, dated **01/27/2004** and recorded on **01/27/2004**, as Instrument No. **402** in Book No. **2004**, at Page No. **402**.

Original Mortgagor: **CURTIS A. SOMERVILLE & HELENA H. LAM-SOMERVILLE HUSBAND & WIFE**

Original Mortgagee: **MENNA COMPANY, DOING BUSINESS AS INDEPENDENT MORTGAGE ASSOC.**

Property Address: **418/422 N. 6TH STREET WINTERSET, IA 50273**

Date: **06/22/2020**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR COMMERCIAL FEDERAL BANK, ITS SUCCESSORS AND ASSIGNS
By:

Loletta Elaine Palmer

LOLETHA ELAINE PALMER, Assistant Secretary

STATE OF MN
COUNTY OF Dakota } s.s.

On **06/22/2020** before me, **SUZANNE T PIERSON**, a Notary Public, personally appeared **LOLETHA ELAINE PALMER**, Assistant Secretary of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR COMMERCIAL FEDERAL BANK, ITS SUCCESSORS AND ASSIGNS** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Suzanne T. Pierson

SUZANNE T PIERSON, Notary Public



EXHIBIT B

"NOTICE" OF RIGHT FOR RECISSION

August 7, 2020

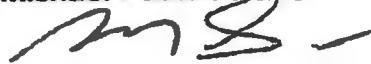
To whom it may concern,

Under the authority of the Truth in Lending Act pursuant to 15 U.S.C. § 1635(a), I exercise my right to rescind the transaction. The pretender lender failed to disclosure pertinent information before any documents were signed, before, during and after, and has concealed the very fact from Michael Siano. GLENDENNING MORTGAGE CORPORATION was not the bone-fide true lender. GLENDENNING MORTGAGE CORPORATION (pretender Lender), their failure to disclose this pertinent information clearly provides that this so-called loan was not consummated. Pursuant to 15 U.S.C. § 1635(f)(3) the obligor's right to rescind is based in whole or in part on any matter involved in such proceeding, then the obligor's right of rescission shall expire three years after the date of consummation of the transaction or upon the earlier sale of the property, or upon the expiration of one year following the conclusion of the proceeding, or any judicial review or period for judicial review thereof, whichever is later.

Whereas, I exercise my right and hereby "Notice" all parties my right of rescission.

Sincerely,

Michael Patrick Siano.



C.C. GLENDENNING MORTGAGE CORPORATION
81 E Water St. Toms River, NJ 08753

WELLS FARGO BANK
420 Montgomery Street San Francisco, CA 94104

M&T BANK
1 M&T PLAZA Buffalo, NY 14203

Parker McCay P.A.
9000 Mid Atlantic Drive Suite 300 P.O. Box 5054 Mount Laurel, NJ 08054

H-8—Rescission Model Form (General)

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that will result in a [mortgage/lien/security interest] (on/in) your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is

08/07/2020; or

(2) the date you received your Truth in Lending disclosures; or
(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the [mortgage/lien/security interest] is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the [mortgage/lien/security interest] (on/in) your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at M&T BANK

1 M&T PLAZA
Creditor's name and business address.
Buffalo, NY 14203

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no

later than midnight of (date)

(or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

John S.

Consumer's Signature

08/07/2020

Date



FORKED RIVER
610 LACEY RD
FORKED RIVER, NJ 08731-9998
(800)275-8777

12/15/2020 03:15 PM

Product	Qty	Unit	Price
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First-Class Mail® 1 \$1.40

Large Envelope

Somerset, NJ 08873
Weight: 0 lb 3.00 oz
Estimated Delivery Date
Fri 12/18/2020

First-Class Mail® 1 \$1.40

Large Envelope

Roseland, NJ 07068
Weight: 0 lb 3.00 oz
Estimated Delivery Date
Fri 12/18/2020

First-Class Mail® 1 \$1.60

Large Envelope

Trenton, NJ 08625
Weight: 0 lb 4.00 oz
Estimated Delivery Date
Fri 12/18/2020

Certified Mail® \$3.55

Tracking #: 70201810000000774382

Return Receipt \$2.85

Tracking #: 9590 9402 6168 0220 6620 43

Total \$8.00

First-Class Mail® 1 \$1.60

Large Envelope

Newark, NJ 07102
Weight: 0 lb 4.00 oz
Estimated Delivery Date
Fri 12/18/2020

Certified Mail® \$3.55

Tracking #: 70201810000000774399

Return Receipt \$2.85

Tracking #: 9590 9402 6168 0220 6620 50

Total \$8.00

Grand Total: \$18.80

Debit Card Remitted \$18.80

Card Name: VISA
Account #: XXXXXXXXXX7463
Approval #
Transaction #: 963
Receipt #: 024259
Debit Card Purchase: \$18.80
AID: A0000000980840 Chip
AL: US DEBIT
PIN: Verified

Due to limited transportation availability as a result of nationwide COVID-19 impacts package delivery times may be extended. Priority Mail Express® service will not change.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.

